

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service and Purchasing Agreement ("Amendment No. 1") is dated May 20, 2025 and is between Axon Enterprise, Inc. ("Axon" or "Contractor"), a Delaware corporation, and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On January 6, 2020, the County, through its Purchasing Department and for the benefit of its Sheriff-Coroner-Public Administrator's Office (FSO), entered into a purchasing agreement, identified as P-19-751, to procure Contractor's non-lethal TASER Conducted Energy Weapons product (TASER), software, licensing, data storage, and data maintenance, which expired on December 18, 2024.

B. On October 10, 2023, the County and the Contractor entered into a separate Agreement, which is County agreement number A-23-526 ("Agreement"), for body-worn camera hardware, software, licensing, data storage, and data maintenance.

C. The County and the Contractor both recognize value in maintaining data continuity and bundled pricing with discounts when using a single data platform for interrelated equipment combined under one agreement.

D. The County and the Contractor now desire to amend the Agreement to add purchase and maintenance of TASER devices and extend the term of the Agreement.

The parties therefore agree as follows:

1. Section 2.2 of the Agreement, titled "Online Support Platforms", located at Page 5; Line 8 is amended to add the following:

"Use of Axon's Cloud Services is governed by the Axon Cloud Services Terms of Use Appendix, attached as Exhibit J, and incorporated by this reference.

Use of Axon's online software tools modules (e.g., Auto-Tagging, Auto-Transcribe, Professional Service, Investigate, TASER Device, Virtual Reality Content, Respond, and Add-on Services) are governed by their own Terms of

1 Use Appendices, attached as Exhibits K through R, respectively, and
2 incorporated by this reference.”

3 2. Section 3.1 of the Agreement, located at Page 5; Line 14, is deleted in its entirety and
4 replaced with the following:

5 “The County agrees to pay, and the Contractor agrees to receive, compensation
6 for the performance of its services under this Agreement as described in Exhibit
7 B-1 to this Agreement, titled “Compensation”, incorporated herein by reference.
8 Payment obligations are non-cancelable, except in accordance with Article 6,
9 herein. The pricing for this compensation is detailed in Quote Appendix (Quote
10 Q-662415-45733.664MT) attached as Exhibit F-1, incorporated by this reference.
11 COUNTY is responsible for sales and other taxes. All sales are final. Axon does
12 not allow refunds or exchanges, except warranty returns or as provided by state
13 or federal law.”

14 3. Section 3.2 of the Agreement, titled “Maximum Compensation”, located at Page 5; Line
15 22 through Line 25, are deleted and replaced with the following:

16 “The maximum compensation payable to the Contractor under this Agreement is
17 Six Million, Six Hundred Fifty-Four Thousand, Fifty-One and 84/100 Dollars
18 (\$6,654,051.84) for the entire six and one half (6.5) year term of this Agreement
19 pursuant to the Quote Appendix.”

20 4. Section 4.1 of the Agreement, titled “Term”, located at Page 6; Line 18, is deleted in its
21 entirety and replaced with the following:

22 “This Agreement is effective on October 1, 2023 and terminates on March 31,
23 2030, except as provided in Article 6 “Termination and Suspension,” below.”

24 5. This Amendment No. 1 shall be retroactive to April 1, 2025.

25 6. Exhibit B is deleted in its entirety and replaced with Exhibit B-1, attached to this
26 Amendment No. 1 and incorporated by this reference. All references to Exhibit B shall be
27 replaced with Exhibit B-1.
28

7. Exhibit F is deleted in its entirety and replaced with Exhibit F-1, attached to this Amendment No. 1 and incorporated by this reference. All references to Exhibit F shall be replaced with Exhibit F-1.

8. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.

9. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.
- b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.

10. The parties agree that this Amendment No. 1 may be executed by electronic signature as provided in this section.

- a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment No. 1 to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

11. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

12. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 Axon Enterprise, Inc

COUNTY OF FRESNO

4 Signed by:

5 Robert E. Driscoll, Jr.

6 Robert E. Driscoll, Jr., Deputy General
Counsel

7 17800 N. 85th St.
8 Scottsdale, AZ 85255

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: Alexander Urein

11 Deputy

12 For accounting use only:

13 Org No.: 31116226/Various
14 Account No.: 7308
15 Fund No.: 0001
16 Subclass No.: 10000
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Exhibit B-1

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B-1, and as further delineated in Exhibit F-1. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B-1.

Payment Summary:

Date	Subtotal	Tax	Total
Sep 2023	\$679,511.14	\$27,340.88	\$706,852.02
Oct 2023	\$26,771.50	\$0.00	\$26,771.50
Oct 2024	\$448,429.34	\$8,045.53	\$456,474.87
Apr 2025	\$129,583.72	\$11,728.77	\$141,312.49
May 2025	\$262,953.05	\$21,956.60	\$284,909.65
Jun 2025	\$68,096.99	\$5,686.09	\$73,783.08
Apr 2026	\$952,710.29	\$28,895.49	\$981,605.78
Apr 2027	\$952,710.29	\$28,895.49	\$981,605.78
Apr 2028	\$952,710.29	\$28,895.49	\$981,605.78
Apr 2029	\$952,710.29	\$28,895.60	\$981,605.89
SUBTOTAL	\$5,426,186.90	\$190,339.94	\$5,616,526.84

Expansion Allowance over next five (5) years:

	\$1,037,525.00	TBD	\$1,037,525.00
TOTAL	\$6,499,098.31	\$154,953.53	\$6,654,051.84

Exhibit F-1



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-662415-45733.664MT

Issued: 03/17/2025

Quote Expiration:

Estimated Contract Start Date: 05/01/2025

Account Number: 157441

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Fresno County Sheriff's Office - CA 2200 Fresno St Fresno, CA 93721-1703 USA	Fresno County Sheriff's Office - CA 2200 Fresno St Fresno CA 93721-1703 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Megan Hardisty Phone: +1 4802537854 Email: mhardisty@axon.com Fax:	FRANK HARPER Phone: Email: frank.harper@fresnosheriff.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$4,271,474.92
ESTIMATED TOTAL W/ TAX	\$4,426,428.45

Discount Summary

Average Savings Per Year	\$300,875.22
TOTAL SAVINGS	\$1,504,376.08

Exhibit F-1

Payment Summary

Date	Subtotal	Total
Apr 2025	\$141,312.49	\$141,312.49
May 2025	\$284,909.65	\$284,909.65
Jun 2025	\$73,783.08	\$73,783.08
Apr 2026	\$981,605.78	\$981,605.78
Apr 2027	\$981,605.78	\$981,605.78
Apr 2028	\$981,605.78	\$981,605.78
Apr 2029	\$981,605.78	\$981,605.89
Total	\$4,426,428.45	\$4,426,428.45

Exhibit F-1

Quote Unbundled Price:	\$5,775,851.00
Quote List Price:	\$4,912,487.00
Quote Subtotal:	\$4,271,474.92

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$176,893.42)	(\$176,893.42)	\$0.00	(\$176,893.42)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$36,775.14	\$36,775.14	\$3,070.74	\$39,845.88
BWCUnwTAP	BWC Unlimited with TAP	225	60	\$131.53	\$99.66	\$99.66	\$1,345,410.00	\$36,435.53	\$1,381,845.53
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	60	\$73.05	\$36.07	\$36.07	\$23,806.20	\$1,602.69	\$25,408.89
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	60	\$12.19	\$12.40	\$12.40	\$2,232.00	\$129.45	\$2,361.45
E00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	60	\$135.58	\$108.33	\$102.97	\$1,544,550.00	\$112,964.45	\$1,657,514.45
A la Carte Hardware									
H00001	AB4 Camera Bundle	215			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	12			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	220			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	10			\$899.00	\$899.00	\$8,990.00	\$750.67	\$9,740.67
A la Carte Software									
73618	AXON COMMUNITY REQUEST	345	2		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	12		\$0.75	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	60		\$5.42	\$5.42	\$73,170.00	\$0.00	\$73,170.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	60		\$10.85	\$10.85	\$146,475.00	\$0.00	\$146,475.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	60		\$10.85	\$10.85	\$146,475.00	\$0.00	\$146,475.00
73739	AXON PERFORMANCE - LICENSE	225	60		\$10.85	\$10.85	\$146,475.00	\$0.00	\$146,475.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	48		\$0.80	\$0.80	\$192,000.00	\$0.00	\$192,000.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	60		\$22.57	\$22.57	\$304,695.00	\$0.00	\$304,695.00
ProLicense	Pro License Bundle	120	60		\$48.82	\$39.18	\$282,090.00	\$0.00	\$282,090.00
BasicLicense	Basic License Bundle	50	60		\$16.27	\$16.25	\$48,750.00	\$0.00	\$48,750.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$8,786.00	\$0.00	\$0.00	\$0.00	\$0.00
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	60		\$10.85	\$10.85	\$146,475.00	\$0.00	\$146,475.00
Total							\$4,271,474.92	\$154,953.53	\$4,426,428.45

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	220	1	04/01/2025

Exhibit F-1

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	220	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	215	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	7	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	04/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	04/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	237	1	04/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	11	1	04/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	237	1	04/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	11	1	04/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	237	1	04/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	1	04/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	12	1	04/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	8	2	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	250	2	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	8	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	250	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	16	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	12	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	TASER 10 INERT MAGAZINE RED	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	5000	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	2500	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	5	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	250	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	8	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	5	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	8	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	250	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	50	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	10	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	TASER 6-BAY DOCK AND CORE	3	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	4	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	1	04/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	04/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	04/01/2026

Exhibit F-1

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	04/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	04/01/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	232	1	09/29/2027
BWC Unlimited with TAP	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	217	1	09/29/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	09/29/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	11	1	10/01/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	10	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	10	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	10	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	10	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	03/31/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	03/31/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	750	1	04/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	04/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	11	1	04/01/2030
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	3	1	04/01/2030
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	232	1	04/01/2030
BWC Unlimited with TAP	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	217	1	04/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	04/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	50	05/01/2025	04/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	50	05/01/2025	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	250	05/01/2025	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	2	05/01/2025	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE COM LICENSE	250	05/01/2025	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	250	05/01/2025	04/30/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	225	05/01/2025	04/30/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	225	05/01/2025	04/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	360	05/01/2025	04/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	120	05/01/2025	04/30/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	05/01/2025	04/30/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	05/01/2025	04/30/2030
A la Carte	73618	AXON COMMUNITY REQUEST	345	05/01/2025	06/30/2025
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	05/01/2025	04/30/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	05/01/2025	04/30/2026
A la Carte	73739	AXON PERFORMANCE - LICENSE	225	05/01/2025	04/30/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	05/01/2025	04/30/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	05/01/2026	04/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	250
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1
A la Carte	85147	AXON TASER - PSO - STARTER	1

Exhibit F-1

Services

Bundle	Item	Description	QTY
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	11	04/01/2026	04/30/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	10	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	10	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	8	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	250	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	10	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	10	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	50	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	250	04/01/2026	04/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	04/01/2026	04/30/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	225	04/01/2026	04/30/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	7	04/01/2026	04/30/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	04/01/2026	04/30/2030
BWC Unlimited with TAP	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	217	04/01/2026	04/30/2030

Exhibit F-1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2200 Fresno St	Fresno	CA	93721-1703	USA
2	2200 Fresno St	Fresno	CA	93721-1703	USA

Payment Details

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Hardware	H00001	AB4 Camera Bundle	10	\$9,990.00	\$750.67	\$9,740.67
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	\$9,379.17	\$0.00	\$9,379.17
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	\$4,685.26	\$0.00	\$4,685.26
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	\$9,379.17	\$0.00	\$9,379.17
Year 1	73618	AXON COMMUNITY REQUEST	345	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	\$9,379.17	\$0.00	\$9,379.17
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$0.00	\$0.00	\$0.00
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$12,294.25	\$0.00	\$12,294.25
Year 1	73739	AXON PERFORMANCE - LICENSE	225	\$9,379.17	\$0.00	\$9,379.17
Year 1	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 1	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	\$19,510.40	\$0.00	\$19,510.40
Year 1	BasicLicense	Basic License Bundle	50	\$3,121.59	\$0.00	\$3,121.59
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$1,524.37	\$102.62	\$1,626.99
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$142.92	\$8.29	\$151.21
Year 1	BWCUnwTAP	BWC Unlimited with TAP	225	\$86,150.07	\$2,333.06	\$88,483.13
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$77,703.51	\$5,463.39	\$83,166.90
Year 1	H00001	AB4 Camera Bundle	215	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00
Year 1	H00003	AB4 1-Bay Dock Bundle	220	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	120	\$18,062.95	\$0.00	\$18,062.95
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$36,775.14	\$3,070.74	\$39,845.88
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$176,893.42)	\$0.00	(\$176,893.42)
Total				\$129,583.72	\$11,728.77	\$141,312.49

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$262,953.05	\$21,956.60	\$284,909.65
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$0.00	\$0.00	\$0.00
Total				\$262,953.05	\$21,956.60	\$284,909.65

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$68,096.99	\$5,686.09	\$73,783.08

Exhibit F-1

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$68,096.99	\$5,686.09	\$73,783.08

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	\$34,273.96	\$0.00	\$34,273.96
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	\$17,121.18	\$0.00	\$17,121.18
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 2	73618	AXON COMMUNITY REQUEST	345	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$44,926.44	\$0.00	\$44,926.44
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$0.00	\$0.00	\$0.00
Year 2	73739	AXON PERFORMANCE - LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 2	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 2	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	\$71,296.15	\$0.00	\$71,296.15
Year 2	BasicLicense	Basic License Bundle	50	\$11,407.10	\$0.00	\$11,407.10
Year 2	BWCambMDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$5,570.46	\$375.01	\$5,945.47
Year 2	BWCambSDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$522.27	\$30.29	\$552.56
Year 2	BWCuwTAP	BWC Unlimited with TAP	225	\$314,814.98	\$8,525.61	\$323,340.59
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$283,949.11	\$19,964.58	\$303,913.69
Year 2	H00001	AB4 Camera Bundle	215	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00
Year 2	H00003	AB4 1-Bay Dock Bundle	220	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	120	\$66,006.76	\$0.00	\$66,006.76
Total				\$952,710.29	\$28,895.49	\$981,605.78

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	\$34,273.96	\$0.00	\$34,273.96
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	\$17,121.18	\$0.00	\$17,121.18
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 3	73618	AXON COMMUNITY REQUEST	345	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$0.00	\$0.00	\$0.00
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$44,926.44	\$0.00	\$44,926.44
Year 3	73739	AXON PERFORMANCE - LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 3	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 3	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	\$71,296.15	\$0.00	\$71,296.15
Year 3	BasicLicense	Basic License Bundle	50	\$11,407.10	\$0.00	\$11,407.10
Year 3	BWCambMDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$5,570.46	\$375.01	\$5,945.47
Year 3	BWCambSDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$522.27	\$30.29	\$552.56
Year 3	BWCuwTAP	BWC Unlimited with TAP	225	\$314,814.98	\$8,525.61	\$323,340.59
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$283,949.11	\$19,964.58	\$303,913.69
Year 3	H00001	AB4 Camera Bundle	215	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00
Year 3	H00003	AB4 1-Bay Dock Bundle	220	\$0.00	\$0.00	\$0.00

Exhibit F-1

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	120	\$66,006.76	\$0.00	\$66,006.76
Total				\$952,710.29	\$28,895.49	\$981,605.78

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	\$34,273.96	\$0.00	\$34,273.96
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	\$17,121.18	\$0.00	\$17,121.18
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 4	73618	AXON COMMUNITY REQUEST	345	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$0.00	\$0.00	\$0.00
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$44,926.44	\$0.00	\$44,926.44
Year 4	73739	AXON PERFORMANCE - LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 4	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 4	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	\$71,296.15	\$0.00	\$71,296.15
Year 4	BasicLicense	Basic License Bundle	50	\$11,407.10	\$0.00	\$11,407.10
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$5,570.46	\$375.01	\$5,945.47
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$522.27	\$30.29	\$552.56
Year 4	BWCuWTAP	BWC Unlimited with TAP	225	\$314,814.98	\$8,525.61	\$323,340.59
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$283,949.11	\$19,964.58	\$303,913.69
Year 4	H00001	AB4 Camera Bundle	215	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00
Year 4	H00003	AB4 1-Bay Dock Bundle	220	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	120	\$66,006.76	\$0.00	\$66,006.76
Total				\$952,710.29	\$28,895.49	\$981,605.78

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	225	\$34,273.96	\$0.00	\$34,273.96
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	225	\$17,121.18	\$0.00	\$17,121.18
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 5	73618	AXON COMMUNITY REQUEST	345	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$44,926.44	\$0.00	\$44,926.44
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5000	\$0.00	\$0.00	\$0.00
Year 5	73739	AXON PERFORMANCE - LICENSE	225	\$34,273.96	\$0.00	\$34,273.96
Year 5	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 5	85147	AXON TASER - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	225	\$71,296.15	\$0.00	\$71,296.15
Year 5	BasicLicense	Basic License Bundle	50	\$11,407.10	\$0.00	\$11,407.10
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	11	\$5,570.46	\$375.04	\$5,945.50
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$522.27	\$30.29	\$552.56
Year 5	BWCuWTAP	BWC Unlimited with TAP	225	\$314,814.98	\$8,525.64	\$323,340.62
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	250	\$283,949.11	\$19,964.63	\$303,913.74
Year 5	H00001	AB4 Camera Bundle	215	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00

Exhibit F-1

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	H00003	AB4 1-Bay Dock Bundle	220	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	120	\$66,006.76	\$0.00	\$66,006.76
Total				\$952,710.29	\$28,895.60	\$981,605.89

Exhibit F-1

The following prices will be assessed for future expansions of currently contracted products:

Axon Product (cost per deputy/per month)	2025	2026	2027	2028	2029	2030
BWC Unlimited	\$99.66	\$107.63	\$116.24	\$125.54	\$135.59	\$146.43
TASER 10 w/ VR	\$102.97	\$111.21	\$120.10	\$129.71	\$140.09	\$151.30
10GB A La Carte Storage	\$0.81	\$0.87	\$0.94	\$1.02	\$1.10	\$1.19
Redaction Assistant	\$10.85	\$11.72	\$12.66	\$13.67	\$14.76	\$15.94
Performance	\$10.85	\$11.72	\$12.66	\$13.67	\$14.76	\$15.94
Auto-Tagging	\$10.85	\$11.72	\$12.66	\$13.67	\$14.76	\$15.94
Transcription	\$22.57	\$24.38	\$26.33	\$28.43	\$30.71	\$33.16
3rd Party Video Support	\$10.85	\$11.72	\$12.66	\$13.67	\$14.76	\$15.94
Axon Body - Device Connectivity (GPS Mapping)	\$5.42	\$5.85	\$6.32	\$6.83	\$7.37	\$7.95
Basic License	\$16.27	\$17.57	\$18.98	\$20.50	\$22.14	\$23.91
Pro License	\$48.75	\$52.65	\$56.86	\$61.41	\$66.32	\$71.63
One-time hardware						
Axon Body 4	\$699.00	\$970.92	\$1,048.59	\$1,132.48	\$1,223.08	\$1,320.93
Axon Body 4 Multi-Bay Dock	\$1,638.00	\$1,769.04	\$1,910.56	\$2,063.41	\$2,228.48	\$2,406.76
Axon Body 4 Single-Bay Dock	\$229.00	\$247.32	\$267.11	\$288.47	\$311.55	\$336.48

Exhibit J

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
 3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and

Exhibit J

standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

Exhibit J

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription")
 - b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

Exhibit J

17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Exhibit K

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Exhibit L

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Exhibit M

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions <p>Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon instructor training (Train the Trainer) <p>Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
Evidence sharing training <p>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
Post go-live review

Exhibit M

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)
<ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration
<ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer)
Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions
<ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet
Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration
<ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager
Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include:
<ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions
On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Exhibit M

Axon Evidence Instructor training
<ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment
Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review
<p>For the CEW Full Service Package: On-site assistance included.</p> <p>For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller

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<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
10. **Signal Sidearm Installation Service.**
 - a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
 - b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Exhibit N

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated

Exhibit N

Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Exhibit O

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date

Exhibit O

of termination:

- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Exhibit P

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Exhibit Q

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Exhibit R

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Certificate Of Completion

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55DAEBB131A4424...

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Timestamps

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Signing Complete

Completed

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Security Checked

Security Checked

Security Checked

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Status

Timestamps

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.